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11 INTUSCARE INC.

12 UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA

15 INTUSCARE INC.,
16
17 Plaintiff,
18
19 v.
20 RTZ ASSOCIATES, INC.; and DOES 1
21 through 10,
22
23 Defendants.

Case No. 4:24-cv-1132-JST

Assigned to: Hon. Jon S. Tigar

**PLAINTIFF INTUSCARE INC.'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT**

Date: June 19, 2025

Time: 2:00 p.m.

Courtroom: 6

Complaint Filed: February 23, 2024

Amended Complaint Filed: April 2, 2024

Counterclaims Filed: June 20, 2024

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

IntusCare Inc. (“Intus”) provides critical healthcare analytics services to its clients. Intus’ clients are healthcare providers that operate Medicare’s Program of All-Inclusive Care for the Elderly, commonly referred to as “PACE” (the “Intus Clients”). PACE is a Medicare program that allows older adults with disabilities to live in their communities rather than in nursing homes or other institutional settings. To effectively provide these crucial healthcare services, PACE programs must coordinate patients’ healthcare and social and community services among many providers. Recognizing PACE programs’ need to better utilize data, Intus built a product that ingests data from its clients’ clinical, administrative, and financial sources to provide analytics that help clients predict negative medical events, better coordinate care, and provide clinical, health quality, and compliance staffing support (through Intus’ employed team of nurses, social workers, physicians, and medical analysts). To provide these services, Intus needs access to Intus Clients’ data that resides on RTZ Associates, Inc.’s (“RTZ”) electronic medical records (“EMR”) platform, called PACECare, now operated under the name of Collabrios Health, Inc., which acquired RTZ in October 2024.

Intus Clients very much want to give Intus access to their information so that they can use the vital services Intus provides them and their patients. Yet, to gain an unfair competitive advantage—and in violation of the federal healthcare information sharing law and regulations—RTZ has used its medical records platform to block Intus from access to Intus Clients’ own information. RTZ’s illegal information blocking is harming Intus, Intus Clients, and the patients they both serve.

The crux of this lawsuit, and the primary relief Intus seeks, is to remedy RTZ’s illegal blocking conduct, which violates California’s Unfair Competition Law (“UCL”). Accordingly, Intus seeks summary judgment on the UCL claim. As to that claim, the material facts are not in dispute: RTZ has been blocking—and is continuing to block—Intus’ access to the Intus Clients’ information stored on RTZ’s platform. RTZ’s information blocking conduct violates the 21st

1 Century Cures Act and the Public Health Services Act (the “Cures Act”), including but not limited
 2 to 42 U.S.C. 300jj-52, and its implementing regulations, which prohibit information blocking by a
 3 health information technology developer, exchange, or network. RTZ’s violation of the federal
 4 information blocking statute is unlawful conduct under California Business & Professions Code §
 5 17200 *et seq.*

6 The Court should grant Intus’ motion for partial summary judgment finding RTZ violated
 7 the Cures Act and is liable under California Business & Professions Code § 17200 *et seq.*

8 **II. BACKGROUND**

9 Both parties’ businesses relate to PACE programs. (Declaration of Robbie Felton, “Felton
 10 Decl.,” ¶ 2.) PACE is a Medicare program that provides services to disabled older adults that allow
 11 them to continue to live in their communities, rather than having to move to more restrictive
 12 institutional settings. (Felton Decl., ¶ 3.) Intus synthesizes data from each of the PACE programs’
 13 electronic health records that stores its patients’ electronic health information, and uses that data to
 14 identify risks, visualize trends, and optimize patient care. (Felton Decl., ¶ 4.) Intus helps PACE
 15 programs to improve participants’ safety and provide better care by, for example, helping to track
 16 fall risk or changes in acuity. (Felton Decl., ¶ 5.) The Intus software predicts patients at high risk
 17 for hospitalizations, readmissions, and the onset of chronic diseases; seeks to reduce overall
 18 expenditures through early patient risk detection; and improves organizational performance
 19 through trend analysis and best practice identification. (Felton Decl., ¶ 6.)

20 By helping PACE programs harness their existing data to provide better care, Intus reduces
 21 administrative burden on providers and allows PACE programs to better focus on interacting with
 22 participants. (Felton Decl., ¶ 7.) Intus Clients, who are health care providers, expect their electronic
 23 health records to be seamlessly integrated into Intus’ software without additional or manual effort
 24 on the part of the PACE programs themselves in order to reduce the burden on the Intus Clients’
 25 clinical staff and care workers in using Intus’ services. (Felton Decl., ¶ 8.) Intus Clients cannot
 26 function without an EMR system. (*Id.*)

27 The parties have been litigating this case for nearly two years, and Intus has continually
 28

1 tried to compromise with RTZ to resolve RTZ’s manufactured concerns about its intellectual
 2 property being compromised by Intus accessing Intus Clients’ information on PACECare. (Felton
 3 Decl., ¶ 9.)¹ The longer RTZ’s unwarranted and illegal information blocking persists, the greater
 4 the harm to Intus, Intus Clients, and the patients Intus and its clients serve.

5 **III. STATEMENT OF UNDISPUTED MATERIAL FACTS**

6 RTZ is a software development company that specializes in creating and licensing care
 7 coordination software solutions for agencies serving elderly people and those with disabilities. RTZ
 8 “owns, develops and license[es] PACECare software to PACE facilities.” (Dkt. 41, Ans. to FAC at
 9 ¶ 1.) (UMF # 1).² PACECare is “a cloud-based electronic health record software specifically
 10 developed to support the needs of PACE programs.” (Dkt. 41, RTZ’s Counterclaims at ¶ 1.) (UMF
 11 # 2). As stated on its website and set forth on the Office of the National Coordinator for Health
 12 Information Technology Certified Health IT Product List website, RTZ was a “ONC-ATBC
 13 certified Electronic Health Record,” which would make it an “actor” subject to the federal
 14 information blocking regulations under 45 CFR § 171.102. (*See* Weir Decl., ¶ 2, Ex. 1; Weir Decl.
 15 ¶ 3, Ex. 2) (showing that RTZ was ONC-certified)). As stated on its website, PACECare includes
 16 “[c]ertified lab interfaces (*e.g.*, Quest, Sunquest)” and “[c]ertified e-prescribe interfaces (*e.g.*,
 17 CareKinesis, Surescripts).” (Weir Decl., ¶ 4, Ex. 3.) (UMF # 3). Accordingly, as discussed below,
 18 RTZ is also an “actor” because it facilitates access to and exchange of healthcare information
 19 between unaffiliated entities for treatment, payment or health care operations through the
 20 PACECare EMR system, making it a “health information network or health information
 21 _____

22 ¹ Not only does RTZ’s intellectual property excuse not justify its violation of the Cures Act, it is
 23 not even true. Intus is not accessing RTZ’s intellectual property and has provided RTZ with all
 24 the information it needs to confirm that, including the automated scripts Intus ran to secure the
 25 necessary information from the Intus Clients, and dates of Intus’ logins to PACECare for the
 26 Intus Clients. (Weir Decl., ¶ 11.) Indeed, if RTZ had evidence that Intus was stealing its
 27 intellectual property, it would have brought those claims in this litigation.

28 ² Intus provides additional factual background to provide the Court with context. Intus does not
 believe that RTZ can legitimately dispute any of the facts asserted in this Motion. However, only
 the facts identified as Undisputed Material Facts (“UMF”) are required for Intus to prevail on
 summary judgment on its UCL claim.

exchange”³ as defined in the implementing regulations of the Cures Act.

Intus Clients capture and store their patients’ electronic health data in electronic health record programs, including on PACECare. (Felton Decl., ¶ 10.) (UMF # 4). Intus Clients need Intus to be able to access the electronic health record data that the Intus Clients store on PACECare on a regular and consistent basis. (Felton Decl., ¶ 11.)

Around April 2021, Intus contacted RTZ to request access to Intus Clients’ health records data stored on RTZ’s PACECare system—data that RTZ provides to other vendors and programs, but which it now refuses to provide to Intus. (Felton Decl., ¶ 12.) From approximately June 2021 to September 2022, Intus obtained the electronic health records data using automated scripts to extract the necessary data, with RTZ’s knowledge. (Felton Decl., ¶ 13.) (UMF # 5). In September 2022, RTZ demanded that Intus sign a Non-Disclosure Agreement (“NDA”) as a condition of access to the data of the Intus Clients. (Weir Decl., ¶ 5, Ex. 4.) Intus communicated with RTZ for years in an attempt to reach a solution that would assuage RTZ’s concerns about its intellectual property while allowing Intus to continue accessing the data stored on PACECare belonging to the Intus Clients. (Felton Decl., ¶ 14.) However, RTZ refused. (*Id.*)

While Intus tried to negotiate a solution with RTZ, RTZ ramped up its efforts to block Intus from accessing the PACECare system and to directly interfere with Intus and its relationships with the Intus Clients. (Felton Decl., ¶ 15.) [REDACTED]

³ An entity is a health information network or health information exchange if it “determines, controls, or requires the use of any technology or services for access, exchange, or use of electronic health information: (1) Among more than two unaffiliated individuals or entities (other than the individual or entity to which this definition might apply) that are enabled to exchange with each other; and (2) That is for a treatment, payment, or health care operations purpose, as such terms are defined in 45 C.F.R. § 164.501 regardless of whether such individuals or entities are subject to the requirements of 45 C.F.R. parts 160 and 164.” The Office of the National Coordinator for Health Information Technology (“ONC”) has stated that the definition of a health information network or health information exchange may include a broad range of organizations, such as, without limitation, a range of “organizations, entities, or arrangements that enable EHI to be accessed, exchanged, or used between or among particular types of parties or for particular purposes.” 84 Fed. Reg. 7424, 751. And the ONC has further explained that an organization or entity may qualify as a health information network or health information exchange even if it “facilitate[s] or enable[s] the access, exchange, or use of EHI’ only “for a limited scope of participants and purposes.” *Id.*

[REDACTED]. (*See, e.g.*, Weir Decl., ¶ 6, Ex. 5 § 7.1

[REDACTED]”]) (emphasis added).)

(*See also*, Weir Decl., ¶ 7, Ex. 6 § 7.1; Weir Decl., ¶ 8, Ex. 7 § 7.1; Weir Decl., ¶ 9, Ex. 8.) (UMF # 6). [REDACTED]

[REDACTED] (Weir Decl., ¶ 10, Ex. 9.) (UMF # 7). [REDACTED]

[REDACTED] (*Id.*) Since March 15, 2024, due to RTZ’s information blocking practices, Intus has been completely locked out of access to PACECare and has had contracts terminated by certain clients to whose information Intus previously had authorized access. (Felton Decl., ¶ 16.) (UMF # 8). This threatens Intus’ business by leaving Intus unable to fulfill its contractual obligations to these Intus Clients. In fact, Intus has already lost clients and risks losing more if RTZ’s illegal information blocking continues; RTZ’s obstruction has additionally stifled numerous growth opportunities and potential client acquisitions. (Felton Decl., ¶ ~~LEGAL STANDARD~~)

Summary judgment should be granted where “the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). The party moving for summary judgment bears the initial burden to inform the court of the basis for its motion and to demonstrate the absence of a genuine issue of material fact. *Celotex*

1 *Corp. v. Catrett*, 477 U.S. 317, 323 (1986). When the moving party meets its burden, the burden
 2 shifts to the nonmoving party to “set forth specific facts showing that there is a genuine issue for
 3 trial.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986). On summary judgment, the court
 4 views the facts and draws reasonable inferences in the light most favorable to the nonmoving party.
 5 *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 599 (1986). The court will
 6 not grant summary judgment “if the evidence is such that a reasonable jury could return a verdict
 7 for the nonmoving party.” *Anderson*, 477 U.S. at 248.

8 **V. INTUSCARE IS ENTITLED TO SUMMARY JUDGMENT ON ITS CALIFORNIA**
 9 **BUSINESS & PROFESSIONS CODE § 17200 CLAIM**

10 All elements of a California’s Unfair Competition Law (“UCL”) claim under section 17200
 11 are met here. To bring a claim under Section 17200, a plaintiff must show that it has suffered an
 12 injury in fact, that is, an economic injury caused by unfair competition. *Zhang v. Super. Ct.*, 57 Cal.
 13 4th 364, 372 (2013) (citing Cal. Bus. & Prof. Code § 17204). Unfair competition includes “any
 14 unlawful, unfair or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200. The Act
 15 provides for equitable remedies including restitution and injunctive relief. *Clifford v. Quest*
 16 *Software Inc.*, 38 Cal. App. 5th 745, 749 (2019) (“Only two remedies are available under the UCL:
 17 injunctive relief and restitution (*i.e.*, disgorgement of money or property unlawfully obtained.”)).

18 As to the injury prong, Intus has already lost clients and risks losing more if RTZ’s illegal
 19 information blocking continues; RTZ’s obstruction has additionally stifled numerous growth
 20 opportunities and potential client acquisitions. (Felton Decl., ¶ 17.) (UMF # 9). Intus seeks to enjoin
 21 RTZ from continuing to block Intus’ access to the Intus Clients’ data, so Intus can fulfill its
 22 contractual duties and serve its mission of helping PACE programs better serve their participants.

23 As to the unlawful prong, RTZ’s violation of the 21st Century Cures Act (“Cures Act”) is
 24 an actionable violation of UCL. *Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal.
 25 4th 163, 180 (1999) (“By proscribing any unlawful business practice, [the UCL] borrows violations
 26 of other laws and treats them as unlawful practices that the unfair competition law makes
 27 independently actionable.”) (internal quotation marks omitted); *Pemberton v. Nationstar Mortg.*
 28 *LLC*, 331 F. Supp. 3d 1018, 1049 (S.D. Cal. 2018) (“Violations of other laws are treated as

1 ‘unlawful’ business practices that are independently actionable under the UCL.”). At least one
 2 federal appellate court has ruled that the Cures Act can serve as the predicate for an unfair
 3 competition claim. *Real Time Med. Sys., Inc. v. PointClickCare Techs., Inc.*, No. 24-1773, 2025
 4 WL 779691, at *13 (4th Cir. Mar. 12, 2025) (citing *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 487
 5 (1996) (explaining the lack of a federal statutory private right of action does not bar a plaintiff from
 6 relying on violations of that statute as evidence supporting a state law claim).⁴ In its order denying
 7 RTZ’s motion to dismiss the First Amended Complaint, this Court reached a similar conclusion
 8 that Cures Act violations could support state law claims. (Dkt. 37 at 19-20.)

9 **A. RTZ Violated the Cures Act**

10 Passed in 2016, the Cures Act was designed to foster safe and open “access, exchange, and
 11 use of electronic health information (EHI).” 21st Century Cures Act: Interoperability, Information
 12 Blocking, and the ONC Health IT Certification Program, 85 Fed. Reg. 25642, 25643 (June 30,
 13 2020) (codified at 45 C.F.R. §§ 170, 171). The Cures Act created rules to promote interoperability,
 14 prevent information blocking, and ensure various actors in the healthcare industry and patients can
 15 access electronic health information. Under these rules, health IT developers of certified health IT
 16 (e.g. electronic health record vendors), health information exchanges and health information
 17 networks, and health care providers are prohibited from interfering with or discouraging access to,
 18 exchange of, or use of electronic health information. Further, the United States Department of
 19 Health and Human Services, Office of the National Coordinator for Health Information Technology
 20 (“ONC”) implemented information blocking regulations to avert the use of “practices that increase
 21 the cost, complexity, or other burden associated with accessing, exchanging, or using electronic
 22 health information.” *Id.* at 25809.

23 In sum, the Cures Act aims to protect individuals and entities from “information blocking,”
 24

25 ⁴ The mere fact that the Cures Act does not include a private right of action does not preclude a
 26 California UCL claim premised on a violation of the Cures Act. *Pemberton*, 331 F. Supp. 3d at
 27 1049 (holding that a UCL claim premised on a statute without a private right of action is barred
 28 “only if that statute has an express bar to private enforcement, as reflected in the statute’s text or
 legislative history.”) Nothing about the information blocking statute’s text or history suggests that
 the legislature sought to bar private enforcement.

1 or unnecessary obstacles to records access from the companies that electronically store medical
 2 records. *Id.* “Information blocking” constitutes any acts which likely “interfere with access,
 3 exchange, or use of electronic health information,” to include “practices that restrict authorized
 4 access” to records necessary “for treatment and other permitted purposes.” 42 U.S.C. § 300jj-
 5 52(a)(2)(A).

6 In a recent Fourth Circuit opinion, the court reiterated that the CURES Act “seeks to prevent
 7 companies from engaging in ‘information blocking’ of electronic health information.” *Real Time*,
 8 2025 WL 779691 at *16. The facts and legal analysis in the *Real Time* case are closely analogous
 9 to this case. There, the court affirmed a district court’s grant of preliminary injunction in favor of
 10 the plaintiff, a health care analytics company called Real Time Medical Systems, on an unfair
 11 competition claim predicated on the CURE Act’s information-blocking provision. *Id.* Much like
 12 RTZ’s efforts to block Intus’ access to medical information, the defendant in *Real Time*,
 13 PointClickCare Technologies, a company that hosts health records, used indecipherable
 14 CAPTCHA walls to prevent Real Time’s automated users, or “bots,” from accessing relevant health
 15 care information. *Id.* at *3. In an effort to resolve PointClickCare’s concerns, Real Time executed
 16 an NDA and began “executing a premerger information exchange, under which it ‘pretty much
 17 shared everything with [PointClickCare]’ related to its data-analytics methodology, customers, and
 18 finances.” *Id.* at *5. Despite the NDA, within six months of the NDA, PointClickCare reinstituted
 19 its CAPTCHA walls and blocked Real Time’s users at 700 of its facilities. *Id.*

20 1. There Is No Dispute That RTZ Is an Actor Under the Cures Act

21 RTZ is a “health information network or health information exchange,” under 45 C.F.R. §
 22 171.102, and thus an “Actor” subject to the federal information blocking regulations. An entity is
 23 a health information network or health information exchange if it “determines, controls, or requires
 24 the use of any technology or services for access, exchange, or use of electronic health information:
 25 (1) Among more than two unaffiliated individuals or entities (other than the individual or entity to
 26 which this definition might apply) that are enabled to exchange with each other; and (2) That is for
 27 a treatment, payment, or health care operations purpose, as such terms are defined in 45 C.F.R. §
 28

1 164.501 regardless of whether such individuals or entities are subject to the requirements of 45
 2 C.F.R. parts 160 and 164.” The ONC has stated that the definition of a health information network
 3 or health information exchange (“HIN/HIE”) may include a broad range of organizations, such as,
 4 without limitation, a range of “organizations, entities, or arrangements that enable [electronic health
 5 information] to be accessed, exchanged, or used between or among particular types of parties or for
 6 particular purposes.” 21st Century Cures Act: Interoperability, Information Blocking, and the ONC
 7 Health IT Certification Program, 85 Fed. Reg. 25642, 25801 (June 30, 2020) (codified at 45 C.F.R.
 8 §§ 170, 171). In explaining its decision to define HIN/HIE broadly, ONC clarified that “the Cures
 9 Act goals of supporting greater interoperability, access, exchange, and use of [Electronic Health
 10 Information (“EHI”)] are best advanced by a functional definition [of HIN/HIE] without specific
 11 exclusions.” *Id.* at 25803. By way of an example, ONC explained that an organization or entity
 12 may qualify as an HIN/HIE even if it facilitate[s] or enable[s] the access, exchange, or use of EHI’
 13 only “for a limited scope of participants and purposes.” *Id.* at 25801.

14 RTZ is an “Actor” for two reasons. First, as explained, RTZ is a software development
 15 company that specializes in creating and licensing care coordination software solutions for agencies
 16 serving elderly people and those with disabilities. (Dkt. 41, Ans. to FAC at ¶ 1.) (UMF # 1). RTZ
 17 stated that it is a “ONC-ATBC certified Electronic Health Record,” which would make It an
 18 “Actor” subject to the federal information blocking regulations under 45 CFR §171.102. (Weir
 19 Decl., ¶¶ 2-3, Ex. 1-2; Weir Decl., ¶¶ 3-4, Ex. 2-3) (showing that RTZ was ONC-certified). (UMF
 20 # 3). 45 C.F.R. § 171.102 defines “Actor” as, among other things, “a developer of certified health
 21 IT.”

22 Second, RTZ also stated that PACECare provides “[c]ertified lab interfaces (*e.g.*, Quest,
 23 Sunquest)” and “[c]ertified e-prescribe interfaces (*e.g.*, CareKinesis, Surescripts).” (Weir Decl., ¶
 24 4, Ex. 3.) (UMF # 3). Thus, RTZ clearly is facilitating access to and exchange of data between and
 25 among, at minimum, these entities (*i.e.*, Quest, Sunquest, CareKinesis, and Surescripts) and PACE
 26 programs. This facilitation of data exchange between and among various organizations for purposes
 27 of coordinating care for PACE program beneficiaries would bring RTZ squarely within the
 28 definition of an “health information network” or “health information exchange” as defined by the

1 ONC and in the statute. Thus, RTZ meets the definition of an “Actor” set forth in 45 CFR § 171.102
2 and must comply with the information blocking rules.

3 2. RTZ Blocked Intus’s Access to Health Data

4 RTZ’s unjustified refusal to grant Intus access to the data it seeks from PACECare
5 constitutes an action that interferes “with access, exchange, or use of electronic health information,”
6 45 C.F.R. § 171.103(a). Moreover, RTZ knew or at the very least should have known that its
7 conduct was “likely to interfere with access, exchange, or use of electronic health information.” 45
8 C.F.R. § 171.103(b)(1).

9 RTZ has taken several active steps to block Intus’ access to vital health information,
10 violating the Cures Act. As early as September 2022, RTZ held patient medical information hostage
11 unless Intus was willing to meet RTZ’s demands. (Weir Decl., ¶ 5, Ex. 4.)

12 Since at least early 2024, RTZ increased its efforts to illegally block Intus from healthcare
13 data. [REDACTED]

14 [REDACTED]
15 [REDACTED] (See, e.g., Weir Decl., ¶ 6, Ex. 5 § 7.1 [REDACTED])

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED] (See also, Weir Decl., ¶ 7, Ex. 6 § 7.1; Weir Decl., ¶ 8, Ex. 7 §
23 7.1; Weir Decl., ¶ 9, Ex. 8.) (UMF # 6). [REDACTED]

24 [REDACTED]
25 [REDACTED]
26 [REDACTED] (Weir Decl.,
27 ¶ 10, Ex. 9.) (UMF # 7). Since March 15, 2024, due to RTZ’s information blocking practices, Intus
28

1 has been completely locked out of access to PACECare and has had contracts terminated by
 2 certain clients to whose information Intus previously had authorized access. (Felton Decl., ¶ 16.)
 3 (UMF # 8).

4 3. None of the Statutory Exceptions Apply

5 The information sharing statute contains limited, narrow statutory exceptions—not a single
 6 one applies here: Preventing Harm Exception; Privacy Exception; Security Exception; Infeasibility
 7 Exception; Health IT Performance Exception; and Protecting Care Access Exception (implemented
 8 to reduce potential exposure to legal action). 45 C.F.R. §§ 171.201-171.206. *See* 21st Century Cures
 9 Act: Interoperability, Information Blocking, and the ONC Health IT Certification Program, 85 Fed.
 10 Reg. 25642, 25794 (June 30, 2020) (codified at 45 C.F.R. §§ 170, 171) (“[E]ach exception is
 11 intended to be tailored, through appropriate conditions, so that it is limited to the reasonable and
 12 necessary activities that it is designed to exempt.”); *see also, id.*, at 25820 (“We emphasized that
 13 the exceptions would be subject to strict conditions to ensure that they do not extend protection to
 14 practices that raise information blocking concerns. The last exception recognized that it may be
 15 reasonable and necessary for actors to make health IT temporarily unavailable for the benefit of the
 16 overall performance of health IT. This exception would permit an actor to make the operation of
 17 health IT . . .”).

18 “[T]he exceptions set forth in the regulations are defenses to the applicability of the
 19 information-blocking statute.” *Real Time*, 2025 WL 779691 at *17. RTZ has not pled as a defense
 20 that any of the statutory exceptions apply. That ends the inquiry. And even if it did, RTZ could not
 21 carry its burden to “show that its actions were not information blocking because a regulatory
 22 exception applies.” *Id.* (analyzing and rejecting various exemptions). Indeed, Intus previously had
 23 access to its client’s data on PACECare until RTZ improperly blocked Intus. (Felton Decl., ¶ 13.)
 24 (UMF # 5). None of the exceptions apply even if they had been pled by RTZ.

1 **VI. CONCLUSION**

2 For the foregoing reasons, this Court should grant Intus' motion for partial summary
3 judgment.

4
5
6 Dated: April 18, 2025

MANATT, PHELPS & PHILLIPS, LLP

7
8 By: 

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